

CLINTON COUNTY DISTRICT BOARD
January 16, 2007

The January meeting of the Clinton County Board was called to order by Sheriff Mike Kreke on January 16, 2007, at 7:00 p.m.

Roll call: Present - Beckmann, Fix, Heiligenstein, Hitpas, Holtgrave, Huelsmann, Kloeckner, Murray, Pingsterhaus, Raymond, Roper, Schroeder, Sullivan, Craig Taylor and Jack Taylor.

The Pledge of Allegiance was recited. All visitors and guests were asked to introduce themselves.

MOTION by Raymond and Schroeder to approve the minutes of the previous meeting. **MOTION CARRIED.**

MOTION by Craig Taylor second by Sullivan to waive the first reading of appointment for Margaret Connelly. **MOTION CARRIED.** **MOTION** by Sullivan second by Craig Taylor to appoint Margaret Connelly as a board member for the South Central Transit Authority. **MOTION CARRIED.**

APPOINTMENTS - First Reading: Ron Rolfingsmeyer - Carlyle Fire Protection District; Roger Zimmermann - Clinton County East Public Water District; Dan Gilbreth - Santa Fe Fire Protection District; and Steve Tonnies - Clin-Clair Fire Protection District.

MOTION by Craig Taylor second Schroeder to approve Ordinance #01-07-01 Approval of Wiegman Building Remodeling Agreement by roll call vote. Yes - Hitpas, Murray, Roper, Heiligenstein, Pingsterhaus, Jack Taylor, Raymond, Fix, Holtgrave, Huelsmann, Sullivan, Craig Taylor, Beckmann and Schroeder. **MOTION CARRIED.**

MOTION by Pingsterhaus second by Raymond to approve Resolution #01-07-02 Adopt the Clinton/Washington County Local Emergency Planning Committee (LEPC) Resolution. **MOTION CARRIED.**

MOTION by Hitpas second by Craig Taylor to approve Ordinance #01-07-03 IL Emergency Management Mutual Aid System Agreement by roll call vote. Yes - Beckmann, Fix, Heiligenstein, Hitpas, Holtgrave, Huelsmann, Murray, Pingsterhaus, Raymond, Roper, Schroeder, Sullivan, Craig Taylor and Jack Taylor. **MOTION CARRIED.**

MOTION by Jack Taylor second by Hitpas to approve Ordinance #01-07-04 Approval of Contracts for Ambulance Service by roll call vote. Yes - Hitpas, Murray, Roper, Heiligenstein, Pingsterhaus, Jack Taylor, Raymond, Fix, Holtgrave, Huelsmann, Sullivan, Craig Taylor, Beckmann, and Schroeder. **MOTION CARRIED.**

The February meeting of the County Board will be Tuesday, February 20, 2007, instead of Monday

because of President's Day.

COUNTY FARM COMMITTEE - Craig Taylor reported the lease agreement for renting the County Farm has been published and the bids are due back by January 29th in the County Clerk's office. The Committee will open the bids and have the States Attorney's Office review them.

INSURANCE TRUST - Raymond reported the Trust had met December 20th and looked over the last few of months claims and pending law suits. Over the past few months the Trust has averaged a savings of \$8,000 a month in legal fees because the attorneys are not on retainer anymore. They are paid on an 'as needed' basis. CCMSI contacted office heads about scheduling a sexual harassment meeting in January, 2007. The Trust has a meeting tomorrow at 9:00 a.m.

Raymond reported he attended a meeting on Aging held in Breese January 11th at the Hospital regarding what services they provide for our area. It was a very informative meeting.

INSURANCE COMMITTEE - Raymond said reports of Einstein Group and Meritain Health Group were presented at the December 20th meeting. Our surplus on health insurance funds has gone down because we have had five months of unusually high claims.

UNINCORPORATED AREA IMPROVEMENT COMMITTEE - Roper reported the committee had met in New Memphis on January 2nd and the project is moving forward. There are some right-of-way easements that need to be signed. There were questions of extending the line and how it will be paid for. Residents have concerns on what kind of water and sewer rates and tap-in fees they will be charged. The next meeting will be February 6 at 6:30 p.m.

The following committees had no reports: Safety, Mental Health, RC&D Council, Solid Waste, General Services, Liquor, and Environmental Concerns.

EDUCATION COMMITTEE - Heiligenstein reported the committee met January 10th and went over legislative updates and how they related to the district. Assistant Regional Superintendent Guthrie had expressed concern that class size for special needs students will be reduced. Continuing education courses have been well attended.

GIS COMMITTEE - Beckmann reported a copy of the Geographic Information System (GIS) has been installed at the Sheriff's Department. The next meeting is January 22nd at 5:00 p.m.

TOURISM COMMITTEE - Holtgrave reported Maureen Moore has resigned as Chairman of the Tourism Bureau of Southwestern Illinois. Ric Golding is now serving as acting Chairman and Jo Kathmann is serving as President/CEO..

911 COMMITTEE - Fix reported the committee met January 10th. Wireless USA had the low bid for fire department pagers. The Committee has scheduled a meeting for February 7th concerning intergovernmental agreements with cities in reference to 911 and street names. The meeting will be at 1:00 p.m.

PERSONNEL/LABOR COMMITTEE - Hitpas reported the committee met January 8th and is working on the personnel policy revision. County Clerk Tom LaCaze reported Family Medical Leave Act packets are available in his office..

VETERAN'S MEMORIAL COMMITTEE - Murray reported a meeting is scheduled for January 31st at 1:00 p.m.

Board member John Raymond reported Ron Foppe would like to be appointed as a member of the 708 Mental Health Board. The States Attorney will check into this.

ZONING/SUBDIVISION COMMITTEE - Zoning Administrator Joyce Lucas gave her report.

LAW ENFORCEMENT/ESDA COMMITTEE - Sullivan reported the City of Carlyle gave Clinton County ESDA a used squad car.

ECONOMIC DEVELOPMENT/SWIDA/SCIGA COMMITTEE - Sullivan has scheduled a meeting January 23rd with the Mayors of Lebanon and Trenton, Senator Frank Watson and Kyle Anderson of IL Department of Transportation.

ROAD & BRIDGE COMMITTEE - **MOTION** by Holtgrave second by Murray to approve an agreement of understanding with the IL Department of Transportation. IDOT had terminated the previous one with Ron Mitchell since Dan Behrens is now the County Engineer. **MOTION CARRIED.**

Engineer Behrens reported the Motor Fuel Tax rock letting will be February 7, 2007.

FINANCE/HEALTH SERVICES/RLF COMMITTEE - J. Taylor reported an additional audit was required on the \$725,000 federal funds the county had received. **MOTION** by Jack Taylor second by Raymond to approve payment of \$2,000 to Glass & Shuffett for the additional audit. **MOTION CARRIED.**

MOTION by Craig Taylor second by Hitpas to approve the Monthly Budget and Financial report of the County Treasurer. **MOTION CARRIED.**

MOTION by Hitpas second by Jack Taylor to approve the Final Abstract Report of the 2005 payable 2006 Real Estate Taxes. **MOTION CARRIED.**

MOTION by Jack Taylor second by Schroeder to approve the monthly report of the Health

Department. **MOTION CARRIED.**

Treasurer Mueller also presented the Six Months Revolving Loan Report.

FACILITIES COMMITTEE - Craig Taylor reported the "Notice of Award" for remodeling the Wiegman Building will be sent to Rehkemper Construction, Inc. The heating system at the Court House has one boiler working.

MOTION by Roper second by Raymond to approve payment of the Account Payable Claims.
MOTION CARRIED.

MOTION Jack Taylor second by Pingsterhaus to adjourn the meeting. **MOTION CARRIED.**

Ray Kloeckner
Board Chairman

County Clerk & Recorder

#01-07-01**APPROVAL OF WIEGMAN BUILDING REMODELING AGREEMENT**

WHEREAS, the County building known as the “Wiegman Building” is in need of remodeling to enhance the delivery of various County services;

WHEREAS, the County has completed a competitive bidding process with respect to said building;

WHEREAS, a Standard Form of Agreement Between the Owner and Contractor, Clinton County and Rehemkper Construction Company, Inc. respectively, is attached hereto as Exhibit A.

WHEREAS, said Agreement provides for the completion of said remodel for a sum of \$39,381.00;

WHEREFORE, be it resolved that Clinton County does hereby authorize the remodeling of the Wiegman Building pursuant to the terms and conditions outlined in Exhibit A hereto;

WHEREFORE, be it further resolved that the County Board Chairperson is authorized to execute and deliver such additional documents as are necessary to effectuate the terms of said agreement.

Roll call vote: Yes - Hitpas, Murray, Roper, Heiligenstein, Pingsterhaus, Jack Taylor, Raymond, Fix, Holtgrave, Huelsmann, Sullivan, Craig Taylor, Beckmann, and Schroeder.

ADOPTED, ORDAINED AND APPROVED January 16, 2007, by a voice/roll call vote of the Corporate Authorities of the County of Clinton, Illinois.

S/ Ray Kloeckner, Chairman

ATTEST:

S/ Thomas LaCaze, County Clerk

#01-07-02**RESOLUTION TO ADOPT THE CLINTON/WASHINGTON COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**

WHEREAS, the governor of the State of Illinois by the enactment of the Title III, Emergency Planning and Community Right-To-Know Act of 1986, established the State Emergency Response Commission; and

WHEREAS, the Counties of Clinton/Washington due to this enactment, was designated an Emergency Planning District; and

WHEREAS, it is the responsibility of the governing bodies of Clinton/Washington County, the County Boards, to provide emergency response planning to endure the health and safety from a serious chemical emergency that could affect the people within their boundaries; and

WHEREAS, by the appointment of members to the Clinton/Washington County Local Emergency Planning Committee (LEPC), has assembled members from both Counties to serve on that LEPC; and

WHEREAS, a copy of which is on file with the Clinton County and Washington County Emergency Service & Disaster Agencies.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Clinton County, IL and the County Board of Washington County, IL, that the Local Emergency Planning Committee be adopted by the County Board of Clinton County this 16th day of January 2007.

Dated at Carlyle, Illinois, this 16th day of January, 2007.

Attest:

S/ Thomas LaCaze, County Clerk

S/ Ray Kloeckner, Chairman

#01-07-03**ILLINOIS EMERGENCY MANAGEMENT
MUTUAL AID SYSTEM**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter “Unit(s)”) that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorized units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the IL Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS;**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the IL Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System: (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IEMMAS;
- C. "Affected/stricken Unit": A Member Unit which requests aid through the IL Emergency Management Agency in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected/stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.
- H. "Executive Board": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the IL Emergency Management Association

SECTION THREE

Authority and Action to Effect Mutual Aid.

- A. The Member Units hereby authorize and direct their respective Emergency Manager/Coordinator or

his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the IEMMAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency/disaster occurs and conditions are such that the Emergency Manager/Coordinator, or his designee, of the affected/stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify IEMA of the nature and location of the emergency and personnel and/or services requested from the IEMMAS.
- C. The Emergency Manager/Coordinator, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
 - 1. Establish the incident command system at the site of the emergency.
 - 2. Determine what equipment, personnel and/or services is requested according to the system maintained by IEMMAS;
 - 3. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the affected/stricken Unit;
 - 4. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the affected/stricken unit in accordance with the procedures of IEMMAS;
 - 5. Notify the affected/stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Incident Management System

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager/Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extend of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each Party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits

in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected/stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected/stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this second and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of terminations, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall

constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of IEMMAS

The Executive Board of IESMA is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The Executive Board shall consist of 3 members appointed from within each IEMMAS who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by-laws shall coordinate the activities of the IEMMAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures of the IEMMAS shall be established by the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity - Clinton County
S/ Ray Kloeckner, Chief Executive Officer
January 16, 2007

Attest:

S/ Thomas LaCaze, County Clerk
January 16, 2007

IL Emergency Service Management Assn.

President

IEMMAS Chairperson

Attest: _____

ORDINANCE # 01-07-04

APPROVAL OF CONTRACTS FOR AMBULANCE SERVICE

WHEREAS, the Clinton County has 19 Special Services Areas (SSA) for providing ambulance service to the residents of Clinton County;

WHEREAS, the County has received Ambulance Service Contracts from the following entities for the period of January 1, 2007 through December 31, 2007 for the stated SSAs.

- A. City of Highland for SSA5 (including a partial six month contract from July 1, 2006 to December 31, 2006),
- B. City of Breese for SSAs 11, 12, 17 and 18,
- C. City of New Baden for SSAs 7, 8, 9, and 10,
- D. Sugar Creek Ambulance Service for SSAs 13, 14, and 15,
- E. Sandoval Fire Protection District for SSA 16;

WHEREAS, the County has also received a Contract Amendment #2 from MedStar Ambulance, Inc. for the period from January 1, 2007 through December 31, 2007 for service to SSAs 1, 2, 3, 4, 6 and 19;

WHEREFORE, be it resolved that Clinton County does hereby authorize each of the aforementioned Ambulance Service Contracts for the times and special service areas listed above, pursuant to the terms and conditions stated therein;

WHEREFORE, be it further resolved that Clinton County does hereby authorize Amendment #2 with MedStar Ambulance, Inc.;

Voting yes - Hitpas, Murray, Roper, Heiligenstein, Pingserhaus, Jack Taylor, Raymond, Fix, Holtgrave, Huelsmann, Sullivan, Craig Taylor, Beckmann, and Schroeder.

ADOPTED, ORDAINED AND APPROVED January 16, 2007, by a voice/roll call vote of the Corporate Authorities of the County of Clinton, Illinois.

Attest:

S/ Thomas LacCaze
County Clerk

S/ Ray Kloeckner
Board Chairman